



**CITY OF SAMMAMISH  
PUBLIC WORKS DEPARTMENT**

**REQUEST FOR PROPOSAL  
ZACKUSE CREEK FISH PASSAGE PROJECT**

The City of Sammamish (City) Public Works Department is soliciting interest and qualifications from Consultants to perform preliminary engineering, acquire necessary permits and prepare final project plans, specifications and cost estimates for construction of the Zackuse Creek Fish Passage Project.

The City reserves the right to amend terms of this “Request for Proposal” (RFP), to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort Consultants have spent on their responses.

**PROJECT DESCRIPTION**

The Lake Sammamish native kokanee salmon population has been declining over the past 40 years. Its historical habitat used to include a large portion of the Lake Washington watershed but has been reduced to only Lake Sammamish and its tributary streams. Zackuse Creek drains to Lake Sammamish and is located just south of and parallel to Louis Thompson Road in the City of Sammamish. Zackuse Creek has the potential to support a large kokanee spawning run, and spawning kokanee have been frequently observed in low numbers below the East Lake Sammamish Parkway barrier culvert.

Over the last few decades, the lower reach of Zackuse Creek has experienced sediment deposition from both natural and developed conditions. Sediment deposits have created stream channel migration and braiding, reducing areas for aquatic habitat and allowing invasive plants to overrun the lower reaches on the creek. The creek channel has migrated to converge on East Lake Sammamish Parkway SE, causing embankment failure and the introduction of roadside pollutants.

The project consists of two major components. The first major component is to reestablish and restore approximately 200 ft of Zackuse Creek upstream of the East Lake Sammamish Parkway SE culvert. This work would include alteration of channel morphology to enhance the way the stream transports its sediment load as well as restoring, improving, and sustaining aquatic habitat. The City of Sammamish has partnered with the private property owner of this section of Zackuse Creek. The second major component is to replace the existing ELSP culvert with one that is fish passable.

There are two additional culverts downstream of ELSP that are partial and/or full barriers to fish passage. They are located within King County’s East Lake Sammamish Trail Right-of-Way and are planned for replacement with fish passable culverts with the future King County East Lake Sammamish Trail Project.

Planning level project cost estimate is \$1,200,000. See Attachment A for a project site map.

## PRELIMINARY SCOPE OF SERVICES

The Preliminary Scope of Services (see Attachment B) will be refined during contract negotiations with the selected Consultant. The Scope of Services will include all services necessary for the design of engineering plans, reports, permits and studies required to complete final Plans, Specifications and Estimates and support the City through project bidding and award.

While this solicitation does not include construction phase services, it is anticipated that the City will retain the services of the selected firm(s) for any subsequent phases associated with this project.

Additional supporting information is posted on the City's project website at:

<http://www.sammamish.us/departments/publicworks/projects/elsp/ZackuseCreekELSP.aspx>.

Please note that some of the planning-level engineering reports were done for the owner of the property on which the segment of Zackuse Creek will be restored and are not endorsed or reviewed by the City. They are included for informational purposes only.

## PROPOSED TIMELINE

Schedule of Events	Date	Notes
Formal Solicitation	8/8/16 (DJC only) 8/9/16 (Times) & 8/11/16 (Both)	Advertised in the Seattle Times and DJC
Pre-Submittal Site Visit	8/16/16, 1PM	Optional
Deadline for questions	8/22/16	Submit to City Project Manager by e-mail only
City response to questions	8/24/16	Questions and responses posted on project website
Proposals due	8/30/16, 4PM	
Notify short-listed firms	9/2/16	
Interview short-listed firms	9/9/16	
Select successful consultant	9/14/16	
Complete contract negotiations	9/28/16	
Contract Award	10/4/16	
Anticipated project start	10/5/16	

## MINIMUM QUALIFICATIONS

Minimum qualifications are required for a Consultant to be eligible to submit a response to this RFP solicitation. Responses must clearly show compliance with these minimum qualifications. Those that are not responsive to the following minimum qualifications will be rejected by the City without further consideration.

- Consultant must have demonstrated expertise and at least five years' experience in stream realignment, stream channel reconstruction, analysis of reach-scale stream geomorphology, habitat restoration, fish passage design, permitting, public outreach, and culvert replacement, planning, design, engineering and cost and schedule estimating in an urbanized environment.
- The Consultant's Project Manager must have demonstrated experience working with a public agency of similar size to the City within the last five years providing satisfactory project management services similar to those expected by the City for this project.

## QUESTIONS/INQUIRIES

Please direct any questions concerning this RFP to the City's Project Manager listed below. Responders may submit written questions by e-mail only at any time up to and including the question deadline identified in the Proposed Timeline. Unauthorized contact regarding this RFP with other City employees may result in disqualification of a submittal. Any oral communications will be considered unofficial and non-binding on the City.

**Project Manager: Tawni Dalziel, PE**

Email Address: [tdalziel@sammamish.us](mailto:tdalziel@sammamish.us)

All questions will be answered in writing and posted on the City's project webpage at solicitation website at

<http://www.sammamish.us/departments/publicworks/projects/elsp/ZackuseCreekELSP.aspx>. It is the responsibility of individual firms to check this website for any amendments or Q & A's related to this RFP.

## SUBMITTAL INSTRUCTIONS AND REQUIREMENTS

An optional Pre-Submittal Site Meeting will be held **1:00pm on Tuesday August 16, 2016** at East Lake Sammamish Parkway SE and Zackuse Creek junction in Sammamish, WA 98075. Please contact the City's Project Manager to confirm attendance and obtain field meeting directions. City staff will be available at that time to discuss the submittal process, answer questions or concerns raised about the solicitation and to clarify issues and technical aspects of the project. The site tour will include walking most of the 200 ft of the existing creek alignment which may be muddy with uneven surfaces so please dress appropriately.

The purpose of the pre-submittal meeting is to permit interested parties to obtain additional information regarding the project and the selection process; however, the information given is not intended to amend the solicitation or subsequent contract documents. Failure to raise concerns over any issues at the pre-submittal meeting will be a consideration in any protest filed regarding items that were known as of this pre-submittal meeting. Verbal communications expressed at the pre-submittal meeting will not change the solicitation; only a written addendum issued by the City to amend or supplement the solicitation will be binding.

It is the obligation and responsibility of the Consultant to learn of addendums, responses, or notices issued by the City relative to this RFP.

Please limit proposals to five (5) sheets, 10 pages in length. Pages may be printed double sided. Resumes, proof of the firm's legal name and the cover letter will not count toward the page limit.

Provide five (5) bound hard copies and one (1) electronic CD copy of the RFP response to the City's Project Manager. All submittal response materials must be received no later than the due date in the Proposed Timeline. All proposals must be in a sealed envelope and clearly marked "RFP Submittal – Zackuse Creek Fish Passage Project". No faxed or e-mail proposals will be accepted.

Include in the submittal the firm's legal name (does not count toward page limit). Submit a certificate, copy of web-page or other documentation from the Secretary of State (or Washington State Department of Revenue/Licensing if you are a sole proprietor) in which you incorporated that shows your legal name as a company. This can be verified through the State Corporation Commission in the state in which you were established, which is often located within that Secretary of State's Office. For the State of Washington, see: <http://www.secstate.wa.gov/corps/> .

### **RFP Submittal Requirements**

#### **A. Cover Letter**

The cover letter shall be limited to one page and identify the Consultant name and contact person with his/her title; include mailing address, email address, and phone number for the contact person; and include the name of the proposed Project Manager. A duly authorized officer, employee, or agent of the consulting firm must sign the cover letter.

#### **B. Consultant Team Structure**

Please provide the team structure including names of lead persons with titles and general project responsibilities, and the physical location of each lead person. Provide the names for each sub-consultant. Discuss the team's ability to actively perform the proposed work and provide a statement which clearly conveys the ability of all proposed key project personnel to accept responsibility for completing the project in view of each firm's current and projected workload.

#### **C. Firm Qualifications and Experience**

The Consultant will be evaluated on the team qualifications, general background, experience and ability to accomplish the stated Scope of Services. Please provide a summary of the background and experience of the firm relative to the Scope of Services. Include three (3) similar municipal projects on which the team has had a major role together with the location, estimated and final costs, short project description, start and completion dates, client name and phone number, a description of the team's responsibility on the project, and the specific roles of the key individuals proposed for this project.

#### **D. Key Personnel Qualifications and Experience**

Describe the expertise and experience of the proposed key project personnel which qualify them to perform the Scope of Services for this project. Provide the qualifications of the team's project manager and his/her experience in managing projects that are similar to this Scope of Services, past working relationship(s) with other proposed team members, level of effort, and

availability for this project. List the lead project personnel with titles who will be primarily responsible for and involved with the main work activities, including sub-consultant project managers. Identify the responsibilities and activities of each lead person outlining specific project capabilities, with emphasis on those team members who will be doing direct project work.

**E. Proposed Project Approach**

Please describe the approach and options for project management, outreach, permitting, design, and construction to ensure a successful project and construction completion by the fall, 2018 kokanee spawning season. Describe the activities and decisions that would most likely be on the critical path, and what expectations you have of the City to help keep the project on schedule.

**F. Past Performance/References**

References shall be used to check the accuracy of information provided by the Proposer, which may affect the rating of the Proposer. Provide five recent references who can verify your firm's performance with regard to a similar Scope of Services. In listing the references, include the name of the client, mailing address, telephone number, email address, and the project scope of work your firm completed. At least three of the references must be able to provide feedback concerning the performance of the proposed Project Manager. The City reserves the right to contact references other than those submitted by the respondent.

**G. Quality Control, Project Management and Product Delivery**

Keeping a project on track and delivering a quality product are important elements to assure a successful outcome. Please describe the measures and tools the firm/team will use to stay on top of these elements.

**EVALUATION CRITERIA**

Submittals will be evaluated and ranked based on the criteria listed below. The top three-ranked Consultants will be invited to interview.

- Qualifications and availability of the Project Manager and key personnel on similar projects
- Technical expertise in successfully designing a project that can be permitted and constructed by the fall of 2018 and will minimize long term risks, operations, and maintenance costs and needs
- Team's previous working relationships and/or relevance to teaming on this project
- Project approach to efficiently deliver a high quality product on schedule and budget
- Experience with public outreach and stakeholder management
- Past performances/references

**DELIVER OR MAIL RFP SUBMITTAL TO:**

Tawni Dalziel P.E., Project Manager  
City of Sammamish  
801 – 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
[tdalziel@sammamish.us](mailto:tdalziel@sammamish.us)  
[www.sammamish.us](http://www.sammamish.us)

**Complete submittals are required to be delivered by 4PM, Tuesday, August 30, 2016.**

All costs for developing RFP response submittals are the obligation of the Consultant and are not chargeable to the City. All proposals and accompanying documentation will become the property of the City and will not be returned. Submitted proposals may be withdrawn at any time prior to the published due date, provided notification is provided in writing to the City's Project Manager listed in this RFP. Proposals cannot be withdrawn after the published close date.

The City reserves the right to reject any or all proposals, and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City, and the respondents to this formal request have no appeal rights or procedures guaranteed to them.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION**

This material can be made available in an alternate format by calling 425-295-0500.

**TITLE VI STATEMENT**

The City of Sammamish, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all RFQ responders that the City will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined at 49 CFR Part 26, will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

**PUBLICATION**

This RFP will be published as follows:

Seattle Times	August 9, 2016 & August 11, 2016
Seattle Daily Journal of Commerce	August 8, 2016 & August 11, 2016

**ATTACHMENTS**

Attachment A: Vicinity Map  
Attachment B: Preliminary Scope of Services  
Attachment C: Sample contract



# Attachment A Vicinity Map



## Attachment B

### **Zackuse Creek Fish Passage Project Preliminary Scope of Services - DRAFT**

The Zackuse Creek Fish Passage project is comprised of two major components, which the City intends to construct by the fall, 2018 kokanee salmon run. The first is to replace an existing 30-inch concrete culvert under East Lake Sammamish Parkway SE (ELSP) so that it is fish passable, emulates the expected background range of streambed processes during low through high flows, and will be able to qualify for permit approval from other agencies. There are two King County culverts downstream of the ELSP culvert that partially block spawning kokanee salmon under certain conditions. The project includes coordination with King County regarding the permitting and design of this project to ensure project impacts are minimized and mitigated.

The second major project component is to restore, reconstruct, and realign approximately 200 ft of the existing Zackuse Creek channel upstream of the ELSP culvert. The work would include altering the channel morphology and gradient to enhance kokanee spawning habitat and significantly reduce the risk of major, lateral channel migration. This section of Zackuse Creek contains the majority of the potential spawning habitat and is under private ownership.

Other key features of the project include:

- Permit acquisition, environmental review and mitigation
- Critical area survey
- Culvert and road way design including constructability review
- Utility coordination
- Support easement or property acquisition
- Support coordination with King County regarding design, permitting and replacement of their two culverts
- Stakeholder coordination and general public outreach

It is critical that this project be constructed before the fall, 2018 run of the native Lake Sammamish kokanee salmon.

The following high level tasks will be the basis for a more detailed Scope of Services that will be negotiated with the selected Consultant.

#### **TASK 1: PROJECT MANAGEMENT**

The objective of this task is to ensure effective and efficient communication between the Consultant and the City project team members, submittal and payment of invoices in a timely manner, proactively anticipating and resolving problems and ensuring quality products that meet the project's goals and objectives.

- 1.1 The Consultant will participate in bi-weekly project check in meetings or conference calls with the City's Project Manager for the active design portion of the project
- 1.2 Produce a monthly invoice showing the previous month's billing by hours and tasks, percentage of project completion to date by task, a project status report by task, and an updated master project schedule using Microsoft Project
- 1.3 Attend a Project Kick-Off meeting and up to two project Open Houses
- 1.4 Implement a Quality Assurance/Quality Control program of major deliverables prior to submitting to the City.



### Assumptions

- Consultant will develop Project Kick-Off meeting agenda and materials, provide hardcopies of all materials and a meeting summary including a record of all decisions
- Preparation and follow-up work from Open Houses will be under a separate task
- There will be up to two Open Houses, 3 hours each. Up to two (2) Consultant staff will participate in each Open House
- The Consultant Project Manager will participate in each bi-weekly project meeting in person or via telephone conference

### Deliverables

1. Monthly invoices, project status report, updated MSP master schedule
2. Kickoff Meeting Agenda and materials for all attendees
3. Notes summarizing the Kickoff Meeting
4. Email summary of bi-weekly meetings with City Project Manager

## **TASK 2: PUBLIC OUTREACH**

The objective of this task is to communicate with the public and stakeholders about this project, obtain their feedback and incorporate their comments as appropriate.

- 2.1 The Consultant will develop informational posters and other material for the Open Houses and provide a summary of each event. The Consultant will assist with advertising the meetings through social media and other avenues as needed.
- 2.2 The Consultant will participate in up to two stakeholder meetings with King County Parks and Zackuse Creek adjacent property owners, Snoqualmie Tribe, and other City identified stakeholders.

### Assumptions

- City staff will provide logistical support for the Open Houses and stakeholder meetings by reserving the room and advertising the event.

### Deliverable(s):

1. Social media and City website notices for open house events
2. For each Open House, up to 3 displays and roll-out project map, Power Point presentation, and handouts.
3. For each Open House, a summary memo
4. For each stakeholder meeting, agenda, roll-out project map, and handouts
5. For each stakeholder meeting, a summary memo

## **TASK 3: SURVEY AND EASEMENTS**

The objective of this task is to obtain the necessary topographic survey of the project area to aid in the design process. The Consultant will prepare a base map of the project area, ensure appropriate potholing for City-owned and/or other public / private utilities (Sammamish Plateau Water, PSE, etc.) is performed, survey the pothole locations and prepare necessary legal descriptions.

### Assumptions

- Control survey in NAD '83/91 Horizontal Datum, with all elevations derived from and checked with NAVD'88 Vertical Datum per the City's Control Network.
- The Consultant will call for locates, pothole, obtain a right-of-way use permit if required, and provide traffic control as needed.

- Potholing shall be provided to definitely determine utility locations in East Lake Sammamish Parkway SE in the proximity of the project.
- The City will obtain the necessary right-of-entry, temporary and permanent easements, and/or other permissions from King County and private property owners. The Consultant will provide the legal description and map of the easements, if needed.
- King County will provide to the City in CAD format base mapping for King County Trail vicinity.
- This task does not include construction survey

#### Deliverables

1. Permanent control/benchmarks away from potential project construction area shall be installed.
2. Project base map (CAD and pdf)
3. Updated CAD file showing the pothole horizontal and vertical information of each pothole
4. Easement description(s)
5. Graphical exhibit to accompany easement description(s)

### **TASK 4: PERMITTING, ENVIRONMENTAL REVIEW AND SPECIAL STUDIES**

The objective of this task is to identify and assist with acquiring all the permits, environmental review and special studies required for this project.

#### Assumptions

- The Consultant will be the City's main point of contact with the permitting agencies except for those permits issued by the City of Sammamish
- This task does not include special engineering studies such as geotechnical exploration and analysis
- This task will include up to two field meetings with the Consultant biologist and engineer with reviewers from jurisdictional permitting authorities
- Permit critical path and scheduling will be included in the project schedule developed in Task 1.
- SEPA checklist and JARPA will be required
- Nationwide Army Corps Permit will be required

#### Deliverables

1. List of all permits, environmental review and special studies required to finalize design and construct this project
2. Field meeting with permitting authorities, summary memorandum for each one
3. One draft and one final of each special study report
4. Draft and final application package for each permit and environmental review

### **TASK 5: GEOTECHNICAL EXPLORATION AND ANALYSIS**

The objective of this task is to conduct all necessary geotechnical explorations and analysis to complete Tasks 4, 5, and 6. The Consultant will perform a site reconnaissance, conduct a geotechnical engineering investigation and produce a Geotechnical Report.

#### Assumptions

- The Consultant will produce a Geotechnical Report summarizing their investigation, conclusion and recommendations for the final project design and permitting
- The Geotechnical Report will each consist of one draft and a final
- Up to one field visit will be needed.

## Deliverables

1. One draft and a final Geotechnical Report

### **TASK 6: ALTERNATIVES ANALYSIS AND PRELIMINARY ENGINEERING**

The objective of this task is to select the preferred location and alignment of the culvert and creek by conducting an alternatives analysis and preliminary design (30% design) based on previous studies, field survey, site reconnaissance, Consultant's engineering and environmental judgement, and stakeholder involvement. This task includes conducting hydraulic modeling necessary for designing a profile from Lake Sammamish to the stream head-cut that includes fish passage culvert and stream sizing.

## Assumptions

- The Consultant will meet with the City and key stakeholders (under Task 2) to discuss the Alternatives Analysis results before making a recommendation regarding the preferred creek and culvert alignment
- Up to three alternative options will be analyzed for the creek design and construction.
- Up to three alternative options will be analyzed for the culvert design and construction.
- An Alternative Analysis Report will include modeling documentation and assumptions.
- Preliminary Engineering Design Report shall include description of recommended alternative, decision making process, assumptions, and 11x17 preliminary design plans.
- The preferred alternative will reflect the survey base map, modeling results and recommendations from the Geotechnical analysis. The proposed culvert and creek alignments will reflect desired final elevations and the creek's low flow cross section and alignment.
- All documents will be provided to the City in native electronic format

## Deliverables

1. One draft and one final of the Alternatives Analysis Report and the Preliminary Engineering Design Report including the modeling assumptions (Microsoft Word and PDF format)
2. Electronic copy of the model upon project completion
3. 30% Plans and cost estimate

### **TASK 7: FINAL PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)**

The objective of this task is to develop final PS&E to advertise the project for construction based on Sammamish Public Works Design Standards, other relevant design standards, codes and recommendations by the project team.

- 7.1 60% Plans and Construction Cost Estimate Update: Comments from the City, King County and other key stakeholders on the 30% Plans will be incorporated into the 60% Plans and Estimates. Draft Special Provisions and a draft Construction Stormwater Pollution Prevention Plan will be developed.
- 7.2 90% PS&E: Comments from the City, King County and other key stakeholders on the 60% Plans will be incorporated into the 90% Plans, Specifications and Estimates. The draft Special Provisions and draft Construction Stormwater Pollution Prevention Plan will be updated.
- 7.3 100% PS&E: Comments from the City, King County and other key stakeholders on the 90% Plans will be incorporated into the 100% PS&E.
- 7.4 Final PS&E (Bid set): Comments from the City, King County and other key stakeholders on the 90% Plans will be incorporated into the 100% PS&E which will result in the final, bid ready PS&E.

#### Assumptions

- The City and Consultant will meet to review each round of comments before updating the next set of PS&E
- The City will provide boiler plate contract documents and Special Provisions
- All documents will be provided to the City in native electronic format
- All relevant codes and current design standards will be followed including City of Sammamish Public Works Standards, WSDOT Standard Plans and Specifications

#### Deliverables

- 30% Plans and Estimate
- 60% Plans, updated estimate, draft Special Provisions, draft Construction Stormwater Pollution Prevention Plan
- 90% PS&E, updated draft Special Provisions, updated draft Construction Stormwater Pollution Prevention Plan
- 100% PS&E, updated draft Special Provisions, updated draft Construction Stormwater Pollution Prevention Plan
- Documentation of each comment received and associated response to the 30%, 60%, 90% and 100% PS&E
- Final PS&E

### **TASK 8: CONSTRUCTION BIDDING ENGINEERING SUPPORT**

The objective of this task is to provide addendums and clarifications during construction bidding

#### Assumptions

- Up to two (2) addendums will be provided
- Up to two (2) clarifications will be provided

#### Deliverables

- Addendums and clarifications, as needed.

### **TASK 9: MANAGEMENT RESERVE**

This task is reserved for additional work the City may want add to this Scope of Services. Potential additional tasks may include:

- Collecting storm and/or base flow data
- Sedimentation loading analysis

Attachment C  
Sample Contract

**CITY OF SAMMAMISH  
AGREEMENT FOR SERVICES**

Consultant: \_\_\_\_\_

This Agreement is entered into by and between the City of Sammamish, Washington, a municipal corporation, hereinafter referred to as the "City," and \_\_\_\_, hereinafter referred to as the "Consultant."

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. In performing such services, the Consultant shall comply with all federal, state, and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

2. **Compensation and Method of Payment.** The Consultant shall submit invoices for work performed using the form set forth in Exhibit "B".

The City shall pay Consultant:

[Check applicable method of payment]

\_\_\_ According to the rates set forth in Exhibit " \_ "

\_\_\_ A sum not to exceed \$

\_\_\_ Other (describe): \_\_\_\_\_  
\_\_\_\_\_

The Consultant shall complete and return to the City Exhibit "C," Taxpayer Identification Number, prior to or along with the first invoice submittal. The City shall pay the Consultant for services rendered within ten days after City Council approval.

3. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2017, unless sooner terminated under the provisions of the Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

4. **Ownership and Use of Documents.** Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Consultant in connection with the services provided to the City, shall be the property of the City whether the project for which they were created is executed or not



5. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, subconsultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. **Indemnification.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Furthermore, should subcontracting be agreed to by the parties, the Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as the Insurance Services Office Additional Insured endorsement CG 20 38 04 13.

7. **Insurance.**

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of such services, or bodily injury to persons or damages to property, caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

## Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the

Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

#### Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance shall not be cancelled by either party except after thirty (30) days prior written notice has been given to the City

#### Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

#### **8. Record Keeping and Reporting.**

**A.** The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.

**B.** The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

**9. Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit by the City during the performance of this Agreement.

**10. Termination.**

A. This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

B. In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

D. The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or in the event that outstanding invoices are not paid within sixty days.

E. This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

**11. Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap.

**12. Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

**13. Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the "City". It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.

**14. Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination.

**15. Non-appropriation of funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.

**16. Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

17. **Notices.** Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish  
801 228<sup>th</sup> Avenue SE  
Sammamish, WA 98075  
Phone number: (425) 295-0500

Notices to the Consultant shall be sent to the following address:

Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email \_\_\_\_\_

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at:  
<http://www.bls.dor.wa.gov/cities/sammamish.aspx>.”

19. **Severability.** Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

CITY OF SAMMAMISH, WASHINGTON

CONSULTANT

By:\_\_\_\_\_

By:\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

Attest/Authenticated:

Approved As To Form:

\_\_\_\_\_  
City Clerk

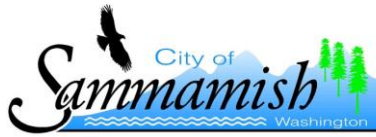
\_\_\_\_\_  
City Attorney

[EXHIBIT A – SCOPE OF SERVICES]

See Attachment B of the Request for Proposals



EXHIBIT B



*REQUEST FOR CONSULTANT PAYMENT*

To: City of Sammamish  
801 228th Avenue SE  
Sammamish, WA 98075  
Phone: (425) 295-0500  
FAX: (425) 295-0600

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_

Consultant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Specific Program: \_\_\_\_\_

\_\_\_\_\_  
Authorized signature

*ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED*

*For Department Use Only*

Total contract amount	
Previous payments	
Current request	
Balance remaining	

Authorization to Consultant: \$
Account Number:
Date:

Approved for Payment by: \_\_\_\_\_ Date: \_\_\_\_\_

***Finance Dept.***

*Check #* \_\_\_\_\_

*Check Date:* \_\_\_\_\_

EXHIBIT C



**TAX IDENTIFICATION NUMBER**

In order for you to receive payment from the City of Sammamish, you must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Sammamish prior to or along with the submittal of the first billing invoice.

Please check the appropriate category:

\_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership

\_\_\_\_\_ Government  
Consultant

\_\_\_\_\_ Individual/Proprietor

\_\_\_\_\_ Other (explain)

TIN No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (Required)